

Titan Seal, Inc.

144 28th Street Attn: Bill Soward
San Francisco, CA 94131
admin@titanseal.com

**TITAN SEAL****INVOICE****BILL TO**

Larry Burtress
Washoe County Recorder's
Office
1001 E. Ninth Street, A-140
Reno, Nevada 89520 USA

INVOICE # 1002**DATE 09/28/2018****DUE DATE 10/28/2018****TERMS Net 30**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/01/2018	Titan Seal Subscription	Annual Subscription for blockchain based digital certifications. Includes 5,000 stamps and unlimited publishers.	1	10,000.00	10,000.00

Purchase Order # 4500039508

BALANCE DUE**\$10,000.00**

Received By:



Date: 11/13/2018

Coding: 4500039508

Approved By:



Goods Receipt #
50X48429



Washoe County Purchasing Department
1001 E. Ninth Street, Room D-200 Reno, Nevada 89512
Phone: (775) 328-2280 - Fax (775) 325-8062
www.washoecounty.us

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Purchase Order

TAX EXEMPTION: NEVADA NRS 372.325 - FEDERAL 88730007K

Supplier Address

TITAN SEAL INC
144 28TH ST
SAN FRANCISCO CA 94131
USA

Billing Address

Washoe County Comptroller, Accounts Payable
1001 E. Ninth Street, Room D-200
Reno, NV 89512
(775) 328-2552
APTeam@washoecounty.us

Shipping Address

WASHOE COUNTY RECORDER
1001 E 9TH ST, BLDG A, RM A140&A150
RENO NV 89512
USA

PO Number 4500039508
Date 11/05/2018
Vendor No. 111464

Payment Terms Z005
Description 30 days, 30 net
Buyer Jenny
Phone 775-328-2284
Buyer Email jerry@washoecounty.us
Delivery Date 11/05/2018
Inco Terms FOB
Description N/A
Salesperson BILL SOWARD
Vendor fax
Vendor Email BILL@TITANSEAL.COM

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	Purchase of annual subscription for blockchain based digital certifications. 5000 electronic stamps with unlimited publishers at \$2.00 per digital stamp (Invoice # 1002). Washoe County Contact: Gail Spearman 775-326-6045 blockchain based digital certifications	5,000.00	EA	2.00	10,000.00
				Net Value	10,000.00
				Total Amount	\$ 10,000.00

INSTRUCTIONS TO SUPPLIER:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference.

SIGNATURE Pamela Mann DATE 11/05/2018
(Purchasing)

WASHOE COUNTY PURCHASING TERMS AND CONDITIONS

ACCEPTANCE - This Purchase order is an offer to purchase which will become a binding contract upon the terms and conditions set forth herein by acknowledgement or commencement of performance. Any terms & conditions contained in quotations or similar forms of Seller, or that may be proposed in any acknowledgement or acceptance which are additional to or different from the terms & conditions, are hereby rejected and shall not become a part of the purchase agreement without Buyer's specific written consent. Oral agreements affecting the provisions of this purchase agreement shall become binding only after mutual acceptance evidenced in writing.

PRICE - The price for each item or service covered by the Purchase Order shall be the price shown on the face of this Purchase Order.

INVOICES - Seller shall submit invoices in duplicate to the Washoe County Comptroller c/o Accounts Payable, P.O. Box 11130, Reno, NV 89520-0027. Said invoices shall contain the purchase order number, description of the goods or services provided, size, quantity, unit price, and extended total in addition to any other information specified elsewhere herein.

PAYMENTS & CASH DISCOUNTS - Invoices will be paid according to terms of the purchase order, including discounts if offered, or within completion and acceptance of goods or upon completion and acceptance of services. The beginning of discount period will be computed from either the date of delivery of goods or services ordered, or the date of receipt of correct invoices by the Washoe County Comptroller, prepared in accordance with the terms of the Buyer's order, whichever is later. For the purpose of earning discounts, payment is deemed to be made on the date on the County's warrant.

OVERSHIPMENTS - Overshipments will not be accepted, unless specifically provided for in the terms of this order. Unauthorized overshipments will be returned to the Seller at the Seller's expense.

TAXES - Washoe County is exempt from Nevada State Sales Tax pursuant to NRS 372.325 and Federal Excise Tax under Chapter 32 of the Internal Revenue Code, exemption certificate #88730007K.

INFRINGEMENTS - Seller warrants that the Buyer's purchase, installation, and/or use of the goods covered hereby will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. Seller shall indemnify and hold Buyer harmless from and pay for defense against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature arising from or out of any breach of the foregoing warranty.

ASSIGNMENT - Seller shall not assign this Purchase Order or the right to receive payment due hereunder without Buyer's written consent.

APPLICABLE LAW - The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Nevada.

COMPLIANCE WITH LAWS - Seller agrees to fully observe and comply with all applicable Federal, State and local laws, rules, regulations, and orders, pertaining to the production and sale of the goods ordered or services rendered; and upon request Seller shall furnish Buyer certificates of compliance with such laws, rules, regulations and orders.

LIENS - Seller warrants and represents that all items to be delivered hereunder shall be free and clear of any and all liens and encumbrances of any nature.

IDENTIFICATION - All invoices, packages, shipping notices, and other written documents affecting this order will contain the applicable Purchase Order number. Packing lists indicating the contents of each package will accompany each shipment. Invoices will not be processed for payment until all items and invoices are received, unless specified otherwise on the face of the Purchase Order.

DELIVERY - Time is of the essence, and this Purchase Order may be cancelled if delivery is not made or services are not performed by the date specified on the reverse side hereof. Acceptance of goods or services after the scheduled delivery date will not constitute a waiver of Buyer's rejection rights with respect to such order nor shall it be deemed a waiver of future compliance with any of the conditions hereof. In the event of cancellation, Buyer may purchase the goods or services elsewhere without bidding requirements and Seller will be liable for any loss or damage or increased cost incurred as a result of its failure to timely perform.

WARRANTIES - Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, and will be merchantable of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied and statutory. Acceptance or receipt of payment for goods or services shall not constitute a waiver or any warranty.

TITLE AND RISK OF LOSS - Except as otherwise expressly provide herein, title to and risk of loss on all items shipped by Seller to Buyer shall pass to Buyer at the time of receipt at the F.O.B. point designated on the face of this Purchase Order. Cost of returning or holding rejected shipments shall be borne by Seller. Title and risk of loss of rejected goods shall remain with or revert to Seller.

ADVERTISEMENTS - Except as may be required to perform this Purchase Order, Seller shall not in any manner advertise or publish the fact that it has furnished or contracted to furnish Buyer with the goods or services herein mentioned without prior written consent of Buyer.

FORCE MAJEURE - Neither party hereto will be liable for defaults or delays due to Acts of God, or the public enemy, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Provided, however, that Buyer's right to reject any shipments or portion thereof or services on the basis of delay will not be affected by any such reason. The party whose performance is affected by such delay will notify the other in writing of the cause of any such actual or anticipated delay within five (5) days of acquiring knowledge thereof. The other party may, in its discretion, cancel the contract or extend time for performance conditioned upon any reasonable modifications to the terms of the contract.

WAIVER OF TERMS AND CONDITIONS - The failure of Buyer in any one or more instances to insist upon performance of any of the terms and conditions of this Purchase Order, or to exercise any right or privilege contained in this Purchase Order, or the waiver of any particular breach of the terms and conditions of this Purchase Order, shall not be construed as thereafter waiving that or any other terms, conditions, rights or privileges, all of which shall continue and remain in force and effect as if no waiver had occurred.

INSPECTION AND REJECTION - All goods or services purchased hereunder will be subject to inspections, tests and approval by Buyer. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used and that the inspections and rejection rights will continue until those packages are opened and inspected. If the goods or services delivered are defective or do not meet the specifications or otherwise do not conform with the requirements of this Purchase Order, Buyer shall have the right to reject all or part of such goods or services. Goods which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller or held for Seller's instructions as to disposition. Conforming but damaged goods will be handled as per the risk of loss provisions.

SHIPPING INSTRUCTIONS - All goods are to be shipped freight prepaid, F.O.B. destination specified by Buyer unless otherwise stated. Where Buyer has so authorized in writing, goods may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the goods by the least expensive and most direct common carrier or the carrier specified by Buyer, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. All C.O.D. shipments shall be rejected.

DEFAULT/CANCELLATIONS - Buyer reserves the right by written notice, to cancel this Purchase Order without liability to Buyer, in the event of the happening of any of the following: insolvency of Seller, the filing of a voluntary petition in bankruptcy by Seller, the filing of any involuntary petition to have Seller declared bankrupt, the appointment of a receiver or trustee for Seller; the execution by Seller of an assignment for the benefit of creditors; the discontinuance of business by Seller or the sale by Seller of the bulk of its assets other than in the usual course of business; or receipt of information reasonably supporting a belief that Seller will not perform. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Seller will be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly as a result of Seller's breach, and Buyer reserves the right to cancel this order in whole or in part by written notice to Seller, and/or obtain the goods or services ordered herein from another source without formal bidding requirements and recover any additional cost resulting from Seller.

BUYER'S PROPERTY - All property owned by Buyer and furnished to Seller for the purpose of performance of this Purchase Order will be identified and marked as Buyer's property and adequately insured for Buyer's protection. In the event that Buyer's property becomes lost or damaged to any extent while in Seller's possession from any cause, including faulty workmanship and/or negligent acts by Seller, its agents or its employees, Seller agrees to replace such property, or reimburse Buyer for the value or expense of replacement, whichever is greater in accordance with Buyer's request.

INDEMNITY PROVISIONS - The Seller agrees to indemnify & save harmless the County & its agents, representatives & employees from any & all charges, claims & causes of action by third persons, including, but not limited to agents, representatives & employees of the Seller & of the County, based upon or arising out of any damages, losses, expenses, charges, costs, injuries, or illness sustained or incurred by such person or persons resulting from or in any way directly or indirectly, connected with the performance or nonperformance of this Agreement, for the services provided for hereunder, or the performance of or failure to perform any work or other activity related to such services provided; however, that notwithstanding the foregoing, the Seller does not agree to indemnify and save harmless the County, its agents, representatives and employees from any charges, claims or expenses, costs, injuries or illness sustained or incurred as the sole result of the negligence of the County, its agents, representatives, or employees. In the event a claim is filed against the County for which the Seller is to be held liable under the terms of this Agreement, the County will promptly notify the Seller of such claim and will not settle such claim without the prior written consent of the Seller.

Seller shall procure and maintain for the duration of this Agreement (contract) insurance against claims for injuries or damages to property which may arise from or in connection with goods, materials, and/or services supplied to the County. The cost of such insurance shall be borne by the Seller and the coverage shall meet the minimum standards as set by the County Risk Manager. Evidence of such coverage shall be promptly delivered to the County upon request.

FUNDING OUT CLAUSE - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Purchase Order, Buyer will notify Seller of its assignees of such occurrence and this Purchase Order shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to Washoe County of any kind whatsoever, except the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

CERTIFICATIONS RELATING TO CERTAIN BOYCOTTS OF ISRAEL - Pursuant to NRS 332.065 the CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel which includes refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

BYRD ANTI-LOBBYING AMENDMENT - The CONTRACTOR agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.

EQUAL EMPLOYMENT OPPORTUNITY - The CONTRACTOR will not discriminate against any employee or applicant for employment or individual receiving the benefit of CONTRACTOR services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). CONTRACTOR will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Such action shall include individuals benefiting from program services/activities.

VIETNAM VETERANS - The CONTRACTOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

CLEAN AIR ACT - The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. 1251-1387.

DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS - The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
- 4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- 5) Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

AMERICANS WITH DISABILITIES ACT - The CONTRACTOR agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

HATCH ACT - Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

DRUG-FREE WORKPLACE REQUIREMENTS - CONTRACTOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. CONTRACTOR certifies that it will provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- 6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

PREVAILING WAGES - Pursuant to NRS 338.020, every contract over \$250,000 (for Redevelopment Projects the contract amount is \$100,000) to which a public body is a party and that requires the employment of skilled or unskilled labor in the performance of a public work must contain in expressed terms the rate of wages to be paid to each of the classes of workmen. The rate of wages must not be less than the rate of such wages then prevailing in the county in which the public work is located. Unlike prevailing wage requirements under Federal law (Davis-Bacon) and requirements in many states that surround Nevada, Nevada's prevailing wage requirements may be met by providing a combination of wages and permissible benefits to the mechanic or workman. Prevailing wage rates and amendments are posted on the Labor Commissioner's website www.labor.nv.gov